

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth
by HUNTINGTON RIDGE TOWNHOUSE DEVELOPMENT CORP., A Tennessee
Corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the
City of Nashville, County of Davidson, State of Tennessee, which
is more particularly described as:

Huntington Ridge Townhouses Phase I and Phase II,
as shown on Plat of Record in Plat Book 4675,
Page 9, Register's Office of Davidson
County, Tennessee, to which plat reference is
hereby made for more particular description.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants,
and conditions, which are for the purpose of protecting the
value and desirability of, and which shall run with, the real
property and be binding on all parties having any right, title
or interest in the described properties or any part thereof,
their heirs, successors and assigns, and shall inure to the
benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to HUNTINGTON
RIDGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC., its successors
and assigns.

Section 2. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title
to any Lot which is a part of the Properties, including contract
sellers, but excluding those having such interest merely as security
for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain
real property hereinbefore described, and such additions thereto

as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Townhouse is described as follows:

Lot 1, Phase I and Lot 1, Phase II, of Huntington Ridge Townhouses as shown on Plat of Record in Plat Book 4675, Page 9, Register's Office of Davidson County, Tennessee, which lots are defined as all areas of Huntington Ridge Townhouses Phase I and Phase II, within the perimeter thereof except the individually platted lots numbered 2 through 225 inclusive.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Townhouse" shall mean a single family residence unit constructed on any portion of a lot or lots as part of a residential building containing two or more single family residences.

Section 7. "Declarant" shall mean and refer to HUNTINGTON RIDGE TOWNHOUSE DEVELOPMENT CORP., its successors or assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 9. "Class A Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an owner rather than the Declarant or has been occupied.

Section 10. "Class B Lots" shall mean and refer to any lot upon which a residence or single family unit has not been completed or has not been conveyed to an owner other than the Declarant or, prior to such conveyance, has not been occupied.

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) the right of the Association to limit the number of guests of members;

(e) the right of the Association, in accordance with its Charter and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said properties and the right of such mortgagee in such properties shall be subordinate to the rights of the homeowners hereunder.

(f) the right of the Association, through its Board of Directors, to determine the time and manner of use of the recreation facilities by the member.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his

tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class membership,
or

(b) on December 31, 1974.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments

to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Forty-Eight Dollars (\$348.00) per Lot, on Class A Lots.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ($2/3$) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice & Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half ($1/2$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at uniform rate for all Class A Lots, and Class B Lots, provided, however, that the assessments on all Class B Lots shall be fixed at twenty percent (20%) of the amount of the assessments upon all Class A Lots.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least

thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the Owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven percent (7%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the HUNTINGTON RIDGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC., or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on a real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association,

acting on behalf of the Lot owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority, the Common Area, and all properties owned by a charitable or nonprofit organization exempt from taxation by the Laws of the State of Tennessee shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled, prior to the expiration of said agreement, by an affirmative vote of sixty percent (60%) of the votes of each class of the

Members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

Section 12. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all townhouses, unless the owners thereof have supplied proof of adequate coverage to the Board of Directors' complete satisfaction, against loss or damage by fire and extended coverage in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from an insured hazard; said insurance should include coverage against vandalism. They shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Premiums for all such insurance, except on the individual townhouses, shall be common expenses. All such insurance coverage, including insurance on individual townhouses obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the townhouse owners. Insurance on individual townhouses obtained by such townhouse owners may be written in the name of the individual owners. Premiums for insurance obtained by the Board of Directors on individual townhouses shall not be part of the common expense, but shall be an expense of the specific townhouse or townhouses

so covered and a debt owed by the owners, and shall be collectible by any lawful procedure permitted by the laws of the State of Tennessee. In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall automatically become a lien upon such owner's lot and townhouse and shall continue to be such lien until fully paid. This lien shall be subordinate to the lien of any first mortgagee and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In addition to the aforesaid insurance required to be carried by the owners and/or the Association, any owner may, if he wishes, at his own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, homeowner's liability insurance, (Tennessee MIC 4) theft and other insurance covering his personal property against damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, and subject to the agreement of the insurance carrier(s), contract to repair or rebuild such damaged or destroyed portions of the exterior of the townhouse in a good workmanlike manner in conformance with the original plans and specifications of said townhouse. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such townhouse in a good and workmanlike manner in conformance with the original plans and specifications of the townhouses. The owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing

the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosures as above provided. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article IV, Section 4, above, to make up any deficiency for repair or rebuilding of the common area not a physical part of a townhouse unit. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses. Such payments shall be made to all such owners and their mortgagees as their interests may appear.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be

made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the townhouses shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VII EXTERIOR MAINTENANCE

In addition to Maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior door and window fixtures and other hardware and patios.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VIII USE RESTRICTIONS

Section 1. Said property is hereby restricted to residential dwellings for residential use and recreational facilities appurtenant thereto. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures (except for recreational facilities) other than townhouse buildings, being single family dwellings joined together by a common exterior roof and foundation, shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said property at any time as a residence either temporarily or permanently.

Section 2. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the builder of said Townhouses to maintain during the period of construction and sale of said Townhouses, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Section 5. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger

the health or unreasonably disturb the Owner of any Townhouse or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period, and of HUNTINGTON RIDGE TOWNHOUSE HOMEOWNERS ASSOCIATION, IN., a non-profit corporation incorporated or to be incorporated under the laws of the State of Tennessee, its successors, and assigns, in furtherance of its powers and purposes as hereinafter set forth.

Section 6. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Townhouses and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 7. Except in the individual patio areas appurtenant to a Townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, patio and carport areas, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of lots in HUNTINGTON RIDGE TOWNHOUSE SUBDIVISION, and is necessary for the protection of

said Owners.

Section 8. Maintenance, upkeep and repairs of any patio, screens and screen doors, exterior door and window fixtures, and other hardware shall be the sole responsibility of the individual owner of the Lot appurtenant thereto and not in any manner the responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exteriors and roofs of the Townhouses, including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative.

Section 9. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Townhouse, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

Section 10. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

Section 11. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX
EASEMENTS

Section 1. Each Townhouse and the property included in the

Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designated or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more Townhouses is partially or totally destroyed, and then rebuilt, the owners of the Townhouses so affected agree that minor encroachments of parts of the adjacent Townhouse units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said Property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhouses. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. A blanket easement is hereby created upon all of said property for ingress, egress, development and construction of all improve-

ments including roads, walks, utility systems, recreational facilities and dwelling units by the Declarant, its officers, agents, employees, successors and assigns until said construction is complete. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.

Section 3. Underground Electrical Service:

(a) Underground single phase electric service shall be available to all residential townhouses on the aforesaid lots and to the recreation building to be constructed on the Common Area, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have a two (2) foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the townhouse structure.

(b) For so long as such underground service is maintained, the electric service to each townhouse and the recreation building shall be uniform and exclusively of the type known as single Phase, 120/240 volt, 3 wire, 60 cycle alternating current.

(c) Easements for the underground service may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner,

shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of

June, 19 73.

HUNTINGTON RIDGE TOWNHOUSE DEVELOPMENT CORP.

By: [Signature] pres.

STATE OF TENNESSEE

BOOK 4728 PAGE 706

COUNTY OF Davidson

On this 20th day of June, 1977, before me,
the undersigned Notary Public, in the State and County aforesaid,
personally appeared William B. Chase, with
whom I am personally acquainted and who upon oath, acknowledged
himself to be the President of Huntington Ridge Townhouse Development
Corporation, a Tennessee corporation, the within named Declarant,
and that he as such President, being authorized so to do, executed
the foregoing instrument for the purposes therein contained
by signing the name of the corporation by himself as such President.

WITNESS my hand and notarial seal at office the day and
year above written.

Annie George
NOTARY PUBLIC

My commission expires:

5-2-77

C16092

IDENTIF. REFERENCE

JUL 20 11 07 AM '73

FELIX Z. WILSON II, CLERK
DAVIDSON COUNTY, TENN.

FB12
JVK

This Instrument Prepared By:

Stephen C. Baker, Esq.
Waller, Lansden, Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219

Davidson County BYLAWS
Recvd: 03/24/08 13:52 11 pg
Fees:57.00 Taxes:0.00



20080324-0029069

AMENDED AND RESTATED BY-LAWS

HUNTINGTON RIDGE TOWNHOUSE

HOMEOWNERS ASSOCIATION

JANUARY 2008

ARTICLE I

NAME AND LOCATION

The name of the corporation is HUNTINGTON RIDGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Club Room No. 1, Huntington Ridge Townhouse Property, Nashville, Tennessee, but meetings of members and directors may be held at such places within the State of Tennessee, County of Davidson, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to HUNTINGTON RIDGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners inclusive of all land except the plot of land on which each privately owned dwelling was built and now sits/rests.

Section 4. "Lot/Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area inclusive of the residential structure built on the plot of land.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot/unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register, Davidson County, Tennessee.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. "Townhouse" shall mean a single family residence unit constructed on any portion of a lot or lots, or part of a residential building containing two or more single family residences.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The regular annual meeting of the members shall be held on the fourth Saturday of January of each year, at the hour of nine o'clock in the morning.

Section 2. Special Meeting. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called and the person or persons calling the meeting shall be delivered either personally or by mail, by or at the direction of the President, Secretary, officer, person or persons calling the meeting, to each member entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting and shall be deemed to be delivered when deposited in the U. S. Mail and addressed to the member at the address as it appears on the membership books of the corporation, with postage thereon prepaid. If delivered personally, such notice shall be delivered not less than five (5) nor more than sixty (60) days before the date of the meeting and shall be deemed delivered when actually received by the member.

Section 4. Voting Rights. Eligibility to vote at members meetings requires all amounts due Association are currently paid in full.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast twenty (20%) percent of total number of members who are eligible to vote shall constitute a quorum for any action except as otherwise provided in the Charter of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot/Unit. Proxies are date specific and not meeting specific and may not be carried forward if a meeting is postponed or reconvened for lack of a quorum. The holder of a proxy may not transfer the proxy to another member if the proxy holder is unable to attend the meeting. There may be only one vote per unit/lot, with members in attendance taking precedence.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors who must be Association resident members in good standing. Positions #6 and #7 will be elected for a term of one (1) year in 2008, and three (3) years thereafter. Any Director who ceases to be a resident member of the Association shall be automatically removed from the Board effective as of the date his or her resident membership in the Association ceases. The vacancy caused thereby shall be filled in the same manner as the vacancy caused by a resigning Director. Further, any Director who is not in good standing shall lose his or her right to vote as a Director until such time as such Director returns to good standing.

Section 2. Term of Office. At each annual meeting, the members shall elect a director or directors, as the case may be, for a term of three (3) years to replace the outgoing director or directors, as the case may be except as specified in Article IV, Section 3.

Section 3. Removal. Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, the remaining members of the Board shall select an acting director to fill the vacancy to the next annual meeting of the Association, at which time a director shall be elected to serve the unexpired term of his/her predecessor.

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. These actions must be documented and recorded in the following regular meeting minutes of the Board of Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such elections the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at a time as agreed upon by a majority of the Board members after consulting with all Board members.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Charter, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) to authorize the officers to enter into one or more management agreements with third parties in order to facilitate efficient operation of the Properties. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the Properties, all improvements included therein and designated as Common Areas, the roof and exterior walls of the townhouses, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of said management agreements shall be as determined by the Board of Directors to be in the best interests of the Corporation, and shall be subject in all respects to the Charter of the Association, these By-Laws and the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot/Unit at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action by law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability insurance and to procure adequate hazard insurance on property owned by the Association, as the directors deem advisable;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) cause the exterior of the dwellings to be maintained.

(i) approve the annual budget;

Section 3. Any director may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Any of the duties of the board may be assigned to and carried out by a management company or property manager.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The office of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association, if any, and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

Section 9. Any of the duties of the officers may be assigned to and carried out by a management company or property manager.

ARTICLE IX

COMMITTEES

Section 1. The Association shall appoint an Architectural Committee as provided in the Declaration and a Nominating Committee as provided by these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

(1) A Landscape Committee which shall advise the Board of Directors on all matters pertaining to the common area landscaping, which includes lawns, shrubs, plants, trees, and overall greenery of property and shall perform such other functions as the Board, in its discretion, determines. This committee shall annually seek a minimum of three bids for contractual lawn care maintenance for common area. The recommended bid shall be approved by the Board and submitted to the Treasurer for inclusion in the proposed budget;

(2) A Recreational Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;

(3) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board, in its discretion, determines;

(4) A Communication Committee which shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association; and

(5) An Audit Committee which shall supervise the annual audit of the Association's books and review the annual budget as approved by the Board of Directors and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article VIII, Section 8(d). The Treasurer shall be an exofficio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committees, director or officer of the Association as is further concerned with the matter presented. All actions taken shall be recorded and submitted in a written monthly report to the Board of Directors.

ARTICLE X

BOOKS AND RECORDS

The books, records, any amendments to documents and policies of the board - established or revoked and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, Charter and By-Laws of the Association as well as the Management Agreements shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and specific assessments which are secured by a continuing

lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interests, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot/Unit.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of the corporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.


ARTICLE XIII

MISCELLANEOUS

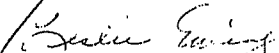
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The undersigned President and Secretary of HUNTINGTON RIDGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC. ("Association"), do hereby certify that the foregoing Amended and Restated By-Laws were adopted by the vote of a majority of a quorum of members of the Association present in person or by proxy at a duly called meeting of the Association held on ~~January~~ ^{February} 9, 2008.

This certification is made this 17 day of March, 2008.



John T. Vine, President



Leslie Ewing, Secretary

STATE OF Tennessee
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John T. Vine with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be President of Huntington Ridge Townhouse Homeowners Association, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee
this the 17th day of March, 2008.

W. D. Puckett
NOTARY PUBLIC

My Commission Expires: 5-23-2009



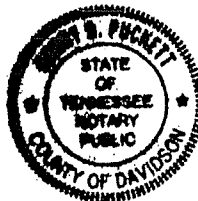
STATE OF Tennessee
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leslie Ewing with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be Secretary of Huntington Ridge Townhouse Homeowners Association, Inc., the within named bargainor, a corporation, and that she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Secretary.

Witness my hand and seal, at office in Nashville, Tennessee
this the 17th day of March, 2008.

W. D. Puckett
NOTARY PUBLIC

My Commission Expires: 5-23-2009



*Prepared by John H. Hession
American Trust Bldg
Nashville, Tenn.*

BOOK 5394 PAGE 243

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF HUNTINGTON
RIDGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, on the 20th day of July, 1978, Huntington Ridge Townhouse Development Corporation, as declarer, caused to be filed a Declaration of Covenants, Conditions and Restrictions, of record in Book 4729, page 687, Register's Office for Davidson County, Tennessee, and amended by instrument of record in Book 4489, page 905, said Register's Office, as owner of certain property in the City of Nashville, County of Davidson and State of Tennessee, which is fully described therein; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions provide for amendments as set forth in Article X, Section 3, as of record in Book 4729, page 706, said Register's Office; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions provide that said Declaration may be amended during the first twenty-year period by an instrument signed by the owners of not less than ninety (90%) percent of the lots; and

WHEREAS, the undersigned owners, representing ninety (90%) percent, or more, of the lots and the total membership of the Huntington Ridge Townhouse Homeowners Association, Inc., by the execution and recording of this instrument, do hereby amend the Declaration of Covenants, Conditions and Restrictions of the Huntington Ridge Townhouse Homeowners Association, Inc., as to Lots No. 2 through 13, inclusive; No. 20 through 61, inclusive, and No. 70 through 149, inclusive, - - - - - only, which are unimproved, but no further or otherwise.

NOW, THEREFORE, as to Lots No. 2 through 13, inclusive; No. 20 through 61, inclusive, and No. 70 through 149, inclusive, only, as shown on the Plat of record in Plat Book 4675, page 9, said Register's Office, the Declaration of Covenants, Conditions and Restrictions of the Huntington Ridge Townhouse Homeowners Association, Inc., be and the same is hereby amended as follows:

The word "Lot", as used in said Declaration of Covenants, Conditions and Restrictions, is deleted and in lieu thereof the word "Unit" is inserted.

A new Section 4-A is added immediately following Article I, Definitions, Section 4, as follows:

"SECTION 4-A. "Common Elements" means all of the Property, except for the Units, and, without limiting the generality of the foregoing, shall include those items defined as "General Common Elements" in the Act, including the following:

- (a) The Parcel;
- (b) All foundations, bearing walls and columns, roofs, carports, halls, lobbies, stairways, and entrances and exists or communication ways;
- (c) All basements, flat roofs, yards and gardens, except as otherwise herein provided or stipulated;
- (d) All compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, reservoirs, water tanks and pumps, swimming pools, and the like;
- (e) All garbage incinerators and, in general, all devices or installations existing for common use;
- (f) All swimming pools, social rooms and recreational facilities;
- (g) Pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit);
- (h) All other elements of the Buildings desirable or rationally of common use or necessary to the existence, upkeep and safety of the Property."

"Limited Common Elements" means all Common Elements contiguous to and serving exclusively a single Unit or one or

more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units. Said Limited Common Elements shall include, but shall not be limited to, the separate furnace, air conditioner and water heater located within or adjacent to a Unit and serving only such Unit, pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, any balconies and patios and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, entryways and all associated fixtures and structures therein, as lie outside the Unit boundaries."

Section 5 of Article I, Definitions, is deleted in its entirety, and the following is inserted in lieu thereof:

"SECTION 5. "Unit" means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in the Buildings, which enclosed space is not owned in common with the Unit Owners of other Units. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit shall be and are the interior surfaces of its perimeter walls, floors and ceilings, and a Unit includes both the portion of the Buildings so described and the air space so encompassed, excepting the Common Elements. Any Unit may be jointly or commonly owned by more than one person. It is intended that the term "Unit" as used herein shall have the same meaning as the term "Apartment" as used in the Act."

"Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto and shall be deemed the same as a "co-owner" under the Act. Unless specifically provided otherwise herein, the Developer shall be deemed a Unit Owner so long as it is the legal title holder of any Unit."

The following provisions governing Interior Maintenance, Repairs and Replacements are added at the end of Article VII and made a part thereof, to-wit:

"Interior Maintenance, Repairs and Replacements. Except as otherwise provided, each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit. Provided, however, the Board may choose to provide such maintenance and repairs as part of the common expense. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Common Elements shall be part of the common expenses, subject to the By-Laws, rules and regulations of the Association. To the extent not covered by the Association's insurance, the expenses for the maintenance, repair or replacement of a Unit's water heater, furnace, air conditioner, and heating and air conditioning ducts shall be borne by the owner of the Unit to which such Limited Common Elements are appurtenant and at the discretion of the Board, maintenance of, repairs to and replacements within the other Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby.

"If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee, or household pet, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement of Limited Common Elements are required in order to prevent damage to the Common Elements or other Units, then such Unit Owner shall pay for such damage or such maintenance, repair and replacement of such Limited Common Elements, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier.

"The authorized representatives of the Association, Board, or of the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements or any equipment facilities or fixtures affecting or serving other Units, Common Elements and Limited Common Elements or to make any alterations required by any governmental authority."

"Encroachments. If any portion of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist."

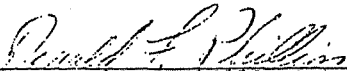
A new Section 1-A is added immediately following Article VIII, Use Restrictions, Section 1, as follows:

"Limit on Term of Lease. No Unit, or interest therein, shall be leased by a Unit Owner for a term, or terms, greater than one (1) year unless express approval is granted by the Board. A copy of every Lease, as and when executed, shall be furnished to the Board. The Lessee under every such Lease shall be bound by and subject to all of the obligations, under the Declaration of Covenants, Conditions and Restrictions, as amended, of the Unit Owner making such Lease and the Lease shall expressly so provide. The Unit Owner making such Lease shall not be relieved thereby from any of said obligations. The Board shall have the express authority to require at any time that any Unit Owner

who is leasing his Unit, place on deposit with the Board such sums as the Board may require and determine to be used as an indemnity against the loss or damage to the Common Elements which might be caused by such Unit Owner's Lessee. Except as limited herein, the amount of such deposit and the times for requiring the same shall be in the sole discretion of the Board. The reasons for the indemnity deposit requirements shall be in the sole discretion of the Board. The terms of the indemnity shall be such terms as might be satisfactory to the Board. The Board shall furnish the Unit Owner a notice in writing which shall constitute that Unit Owner's notice to place such sums on deposit. The deposit shall be in cash, but in no event may the Board require the deposit to exceed \$1,000.00. In the event the Unit Owner fails to comply with the terms of the aforesaid notice within ten (10) days from the date said notice is mailed to him, the Board, at its option, may elect to terminate the term on the subject Lease. The Board shall give the Unit Owner and his Lessee notice of such election in writing. Within ten (10) days after said notice is placed in the United States mail addressed to the Unit Owner at his last known address, or within ten (10) days after a written notice of such election is delivered to the residence of the Lessee, whichever shall last occur, the Lessee shall forthwith and immediately vacate the subject Unit and the Unit Owner shall take such further actions as might be necessary on his part to insure that said Lessee vacates said Unit.

THIRD NATIONAL BANK IN NASHVILLE

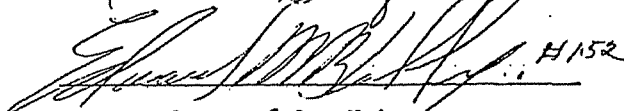
BY


 Donald F. Phillips

TITLE: Senior Vice President

Owner of 134 Units


 Mrs. E.W. Blackford

 H152

Owner of One Unit

BOOK 4889 PAGE 905

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF HUNTINGTON
RIDGE TOWNHOUSE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, on the 20th day of July, 1973, Huntington Ridge Townhouse Development Corporation, as declarer, caused to be filed a Declaration of Covenants, Conditions and Restrictions, as owner of certain property in the City of Nashville, County of Davidson and State of Tennessee, which is more particularly described as follows:

Huntington Ridge Townhouses Phase I and Phase II, as shown on plat of record in Plat Book 4675, page 9, Register's Office of Davidson County, Tennessee, to which Plat reference is hereby made for a more complete description;

and

FEB 18 1975

MISC

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WHEREAS, said Declaration of Covenants, Conditions and Restrictions provide for amendments as set forth in Section 3 as of record in Book 4729, page 705; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions provide that said Declaration may be amended during the first twenty-year period by an instrument signed by the owners of not less than ninety (90%) percent of the lots; and

WHEREAS, a special meeting of the membership of the Huntington Ridge Townhouse Homeowners Association, Inc., was held in Club Room No. 1, Huntington Ridge Townhouse property on Saturday, February 1, 1975, at 9:30 A. M., for the purpose of amending said Declaration of Covenants, Conditions and Restrictions and that the Third National Bank in Nashville attended said meeting as the owner of 197 lots, representing ninety percent of the total membership of the Huntington Ridge Townhouse Homeowners Association, Inc.

NOW, THEREFORE, Paul J. Brown,
representing Third National Bank in Nashville, after being duly sworn, does hereby make oath to the following:

1. That Third National Bank in Nashville is the record owner of ninety (90%) percent of the lots in the Plan of Record known as Huntington Ridge Townhouses Phase I and Phase II, as shown on the Plat of Record in Plat Book 4675, page 9, Register's Office for Davidson County, Tennessee.

2. That at a duly called meeting of the members of the Huntington Ridge Townhouse Homeowners Association, Inc., upon motion duly made, seconded and unanimously carried, it was resolved to amend Article III, MEMBERSHIP AND VOTING RIGHTS, of the Declaration of Covenants, Conditions and Restrictions of record in Book 4729, page 687, Register's Office for Davidson County, Tennessee, by deleting therefrom in its entirety the definition of Class B ownership and inserting in lieu thereof the following:

"Class B members shall be the legal owner of any undeveloped lot and shall be entitled to one vote per lot. The Class B membership shall cease and shall be converted to Class A membership upon the date the said lot is improved with a residence and occupied, or six months following the issuance of a building permit for the construction of a dwelling thereon, whichever occurs earlier."

3. Upon motion duly made, seconded and unanimously carried, it was resolved to amend Section 3(b) of Article IV, COVENANTS FOR MAINTENANCE AND ASSESSMENT, of the Declaration of Covenants, Conditions and Restrictions, as of record in Book 4729, page 687, Register's Office of Davidson County, Tennessee, by deleting Section 3(b) of Article IV and inserting in lieu thereof the following:

"ARTICLE IV, Section 3(b). From and after January of the year following conveyance of the first lot to an owner, the maximum annual assessment may be increased above five (5%) percent by vote of fifty-one (51%) percent of each class of members, who are voting in person, or by proxy, at a meeting duly called for this purpose."

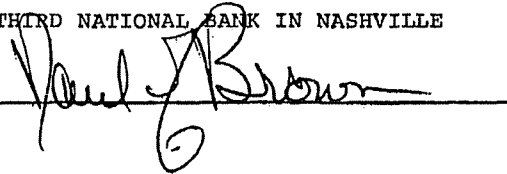
4. Upon motion duly made, seconded and unanimously carried, it was resolved that the definition of Class A members in Article III, Section 2, of the Declaration of Covenants, Conditions and Restrictions, as of record in Book 4729, page 687, Register's Office of Davidson County, Tennessee, be amended by deleting therefrom and inserting in lieu thereof the following:

"Class A members shall be all owners of lots upon which a residence has been constructed and occupied, or any lot upon which a building permit has been issued and outstanding for more than six months and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, the vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot."

5. Upon motion duly made, seconded and unanimously carried, the Owners of the Association were authorized and directed to execute and file proper amendments reflecting the action of the membership, amending the Declaration of Covenants, Conditions and Restrictions as set forth in Book 4729, page 687, Register's Office of Davidson County, Tennessee.

THIRD NATIONAL BANK IN NASHVILLE

BY

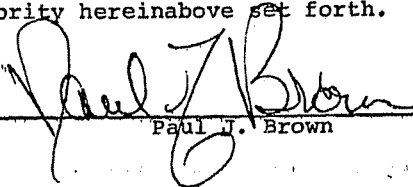


STATE OF TENNESSEE)

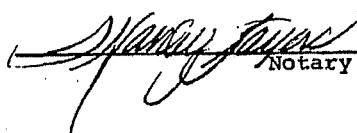
COUNTY OF DAVIDSON)

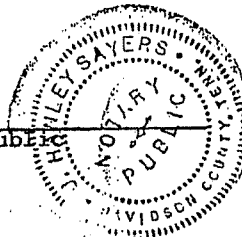
Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Paul J. Brown, with whom I am personally acquainted, and who, upon oath, acknowledged himself to hold a proxy of and on behalf of the Third National Bank in Nashville, who is the owner of ninety (90%) percent of the lots as set forth herein, and who is authorized by the original

Declarations of Covenants, Conditions and Restrictions, as of record in Book 4729, page 687, R.O.D.C., to amend said Declaration, and that he as such representative, being authorized to do so, executed the foregoing instrument for the purpose of amending said Declaration of Covenants, Conditions and Restrictions as of record in Book 4729, page 687, R.O.D.C., pursuant to the unanimous consent of the members present at the meeting hereinabove described and by the authority hereinabove set forth.


Paul J. Brown

Witness my hand and official seal at Nashville,
Tennessee, on this the 14 day of February, 1975.


Shirley Sayers
Notary Public



My commission expires:

My Commission Expires MAY, 22, 1976

C 87815

IDENTIF. REFERENCE

FEB 18 9 25 AM '75

FELIX J. S. J. REGISTER
DAVIDSON COUNTY, TENN.

Huntington Ridge Homeowners Association

4219 Hillsboro Road, Suite 300

Nashville TN 37215

November 11, 2009

MEMO: Leasing and Rentals

As the Community Manager for the Huntington Ridge Homeowners Association, I have been instructed by your Board of Directors to monitor the leases / rentals at your Association. There are a number of homeowners that are leasing or renting their units with out prior consent from the Board of Directors, and without the Management Company's knowledge. This information is imperative to both above listed parties for security reasons, and to help both parties follow the Documents that have been established for your Association.

A copy of all leases or rental agreements for units being leased or rented must be forwarded to:

Sentry Management, Inc.
4219 Hillsboro Road, Suite 300
Nashville, TN 37215

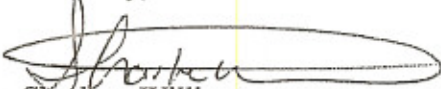
The lease must include the names and contact information for all occupants, and is to be kept current with any changes in occupancy. Please forward this information as soon as possible as there can only be a total of 9 units leased or rented out by owners.

According to the By-laws all Owners must notify the Management Company as well as the Board of Directors prior to leasing or renting their units. All rental or lease agreements must be approved by the Board of Directors and the Management Company.

If you have any further questions or would like to discuss this matter further please do not hesitate to call me at (615) 269-7016 extension 209. Or you may e-mail me at swilliams@sentrymgt.com.

Thank you for your time and immediate assistance in this matter.

Sincerely,



Sharlene Williams
Community Association Manager
Sentry Management, Inc.